



Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 544

IN THE MATTER OF PAUL ENIS

DISPOSITION AGREEMENT

This Disposition Agreement (“Agreement”) is entered into between the State Ethics Commission (“Commission”) and Paul Enis (“Enis”) pursuant to §5 of the Commission’s Enforcement Procedures. This Agreement constitutes a consented to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On September 13, 1995, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Enis. The Commission has concluded its inquiry and, on November 15, 1995, found reasonable cause to believe that Enis violated G.L. c. 268A.

The Commission and Enis now agree to the following findings of fact and conclusions of law:

1. The Dracut Water Supply District (“District”) provides water service for the Town of Dracut.^{1/} Policy and management decisions are made at annual district meetings and are carried out by the Dracut Water Commission, a board consisting of three elected water commissioners, through a superintendent appointed by the Dracut Water Commission.

2. At all relevant times, Enis was an elected member of the Dracut Water Commission. As such, Enis was a municipal employee as that term is defined in G.L. c. 268A, §1(g).

3. Enis has a son named Tom. Between 1989 and January 1995, Tom worked for the District. Tom worked part-time during the school year and occasionally full-time during summer and school breaks. His responsibilities included reading water meters, physical labor and general office help. There was no employment application or job posting for the position filled by Tom.

4. Tom was hired to work for the District and during this time Enis was a member of the board involved with the hiring and supervision of District employees. As such, Enis participated in the hiring and supervision of his son.

5. The District paid Tom between \$7.50 and \$9.00 an hour. During the five year period, Tom earned approximately \$30,000.

6. Tom ceased working for the District in January 1995.

7. Section 19 of G.L. c. 268A, except as permitted by paragraph (b) of that section, prohibits a municipal employee from participating as such an employee in a particular matter in which to his knowledge he or an immediate family member has a financial interest. None of the exceptions contained in §19(b) apply in this case.

8. Hiring decisions and determinations arising from or relating to day-to-day supervision of workers are particular matters.^{2/}

9. Enis participated^{3/} as water commissioner by hiring and supervising his son’s work for the Water District.

10. Tom, as a potential employee, had a financial interest in being hired and in the subsequent supervision of that position. Enis knew of his son's financial interest at the time he participated as a Dracut Water Commissioner, in the hiring and subsequent supervision, of his son.

11. Accordingly, by participating as a Dracut Water Commission member in the hiring and supervision of his son, Enis participated in his official capacity in a particular matter in which he knew an immediate family member had a financial interest, thereby violating G.L. c. 268A, §19.

12. Enis cooperated with the Commission's investigation.

In view of the foregoing violations of G.L. c. 268A by Enis, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Enis:

(1) that Enis pay to the Commission the sum of one thousand dollars (\$1,000.00) as a civil penalty for his course of conduct in violation of G.L. c. 268A, §19 as stated above;

(2) that Enis will act in conformance with the requirements of G.L. c. 268A, §19 in the future; and

(3) that Enis waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: March 11, 1996

^{1/} The District consists of about 90% of the Town of Dracut (6600 homes).

^{2/} "Particular matter," any judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, finding, but excluding enactment of general legislation by the general court and petitions of cities, towns, counties and districts for special laws related to their governmental organizations, powers, duties, finances and property. G.L. c. 268A, §1(k).

^{3/} "Participate," participate in agency action or in a particular matter personally and substantially as a state, county or municipal employee, through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise. G.L. c. 268A, §1(j).